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to think that the unseemly conduct of the plaintiff would more likely have prejudiced her own cause than it did the defendant's." Judgment for plaintiff is affirmed.

A Humane Contract Upheld.—An action of replevin to obtain the possession of a horse is brought in *City of Rockland v. Anderson*, 85 Atlantic Reporter, 1066. In 1906 plaintiff city was the owner of an apparently worthless sick horse, probably grown so in the service of the city. Defendant offered to give \$20 for the horse, but the city instead made a contract in writing with him to take the horse, keep her during the rest of her life, and give her a good home, avoid overworking her, and when her usefulness was over to put her out of the way and bury her, and sold her to him upon those conditions, to which he agreed. The defendant doctored the horse and she improved to the extent that she could do the work of an old horse. Now the city wants the horse back. The Supreme Judicial Court of Maine holds that the defendant's agreement as to the care and the treatment to be given the horse by him was a sufficient consideration for the sale in the condition in which the horse was turned over to him, and the city has no right now to repudiate its contract.

Legality of Sale of Property to Colored Persons.—The right of one owning real estate to sell the same to colored persons comes up in *Holbrook v. Morrison*, 100 Northeastern Reporter, 1111. Complainants are dealers in real estates and own a number of lots in the city of Boston. The respondent owns a house and lot abutting on two of the lots belonging to complainants and in close proximity to the others. Respondent has caused to be placed on the front of her house a large sign headed with the words "For Sale," and concluding with the words "Best Offer from Colored Family," all in large letters. She has also caused advertisements of like tenor to be inserted in a newspaper, and is threatening to sell her house and lot to a colored family. Complainants bring this bill to restrain respondent from maliciously interfering with their business by means of such advertisements and threats. The Supreme Judicial Court of Massachusetts holds that respondent has the right to advertise her property for sale by signs or otherwise in the usual way and to sell it if she sees fit to a negro family, even though the effect may be to impair the business of the complainants; that she has a right to ask for bids from white people or colored people, or both, and is not limited to bidders of any particular race or class or creed; and if one of her purposes in asking for bids from colored families is to annoy and injure the complainants, and she succeeds in doing so, her conduct is not thereby rendered unlawful so long as her object is to secure a purchaser for and to sell her house and lot. The bill is dismissed.